

KR96-2592

DC-ACI-FUEL-96/97-6808

ADOT ECS File No. JPA 96-152

Section: Statewide

Project: Vehicle Maintenance
and Fueling

INTERAGENCY AGREEMENT
BETWEEN
THE DEPARTMENT OF TRANSPORTATION
AND
THE DEPARTMENT OF CORRECTIONS

THIS AGREEMENT is entered into 17 December, 1996,
between agencies of the STATE OF ARIZONA, to wit; the DEPARTMENT
OF TRANSPORTATION, acting by and through its INTERMODAL
TRANSPORTATION DIVISION (the "DOT") and the Director of the
ARIZONA DEPARTMENT OF CORRECTIONS for and on behalf of its
ARIZONA CORRECTIONAL INDUSTRIES DIVISION (the "ACI").

I. RECITALS

1. The DOT is empowered by Arizona Revised Statutes
Sections 28-108 and 35-148 to enter into this agreement and has
by resolution, a copy of which is attached hereto and made a
part hereof, resolved to enter into this agreement and has
delegated to the undersigned the authority to execute this
agreement on behalf of the DOT.

2. The ACI is empowered by Arizona Revised Statutes
Section 41-1604 et. seq. 41-1624 and 35-148 to enter into this
agreement and has resolved to enter into this agreement and has
authorized the undersigned to execute this agreement on behalf
of the ACI.

3. The ACI has a requirement for motor vehicle fuel
statewide. The DOT has fueling facilities statewide and has
agreed to provide fuel for ACI vehicles. Also; the ACI has a
continuing requirement for motor vehicle maintenance and repair
(M&R) services. The DOT is capable of providing motor vehicle
M&R services to the ACI at competitive costs at various
statewide locations.

THEREFORE, in consideration of the mutual agreements expressed
herein, it is agreed as follows:

II. SCOPE OF WORK

1. The DOT will:

a. On a "self-service" basis provide fuel to ACI vehicles at DOT facilities statewide.

b. No more often than monthly, invoice the ACI with an itemized statement for fuel dispensed at the prevailing dispenser price plus five cents per gallon.

c. Appoint DOT personnel with appropriate authority to administer and coordinate the M&R and preventative maintenance (PM) work contemplated herein with ACI. Notify ACI of business and emergency M&R telephone numbers and locations.

d. Perform M&R and PM functions at the current DOT fully burdened labor rate for actual time (currently \$29.50 per labor hour). Parts provided by DOT for ACI M&R and PM will be invoiced at cost plus ten percent.

e. Provide ACI M&R and PM services priority whenever possible. In the event of a conflict DOT shop supervisors scheduling decisions shall prevail.

f. No more often than monthly, invoice ACI for services provided, supported by individual vehicle work orders, detailing work performed and parts used.

2. The ACI will:

a. Provide the DOT a list of authorized motor vehicles (by vehicle license number, type and fuel type) and operators, who shall observe all State rules, regulations and safety procedures while entering, refueling and leaving State fueling facilities. Insure State universal credit cards issued to ACI drivers contain encoded requirements necessary to interface with automated DOT fuel locations.

b. Insure operators complete an ADOT "Fuel Withdrawal Card" (ADOT Form 23-9315) each time fuel is purchased or comply with established procedures when DOT locations have automated card readers in place.

c. For CNG-equipped vehicles, insure compatibility of vehicle fuel nozzle receptacles with DOT fuel dispenser nozzles, obtaining adapters if necessary. Safeguard CNG fueling facility access codes and keys. Notify the DOT within 24 hours of lost access keys and be responsible for replacement costs at \$5.00 each. Return keys to the DOT as vehicles are removed from the ACI CNG program.

d. Reimburse the DOT for the previous month's invoice for fuel within 30 days after receipt. Coordinate as needed with the DOT, and be responsible for all costs associated with accidents or damages caused by ACI vehicles to State property.

e. Appoint ACI personnel with appropriate authority to administer and coordinate the M&R and PM work contemplated herein with DOT.

f. Provide DOT with electronic data necessary to load master equipment records and points of contact into the DOT data system.

g. Reimburse the DOT within 30 days after receipt of invoices for work performed under this agreement.

III. MISCELLANEOUS PROVISIONS

1. This agreement shall remain in force and effect until cancelled by either party or other competent authority.

2. This agreement shall become effective upon execution by the parties hereto.

3. This agreement may be cancelled in accordance with Arizona Revised Statutes Section 38-511.

4. The provisions of Arizona Revised Statutes Section 35-214 are applicable to this contract.

5. In the event of any controversy which may arise out of this agreement, the parties hereto agree to abide by required arbitration as is set forth in Arizona Revised Statutes Section 12-1518.

6. All notices or demands upon any party to this agreement shall be in writing and shall be delivered in person or sent by mail addressed as follows:


Arizona Department of Transportation
Equipment Administrator
2225 South 22nd Avenue, Mail Drop 071R
Phoenix, AZ 85009-6997

Arizona Correctional Industries
Attn: Assistant Director
1918 West Van Buren Street
Phoenix, AZ 85009

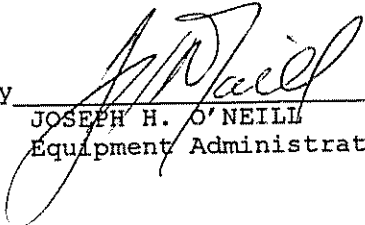
IN WITNESS WHEREOF, the parties have executed this agreement the day and year first above written.

STATE OF ARIZONA

DEPARTMENT OF CORRECTIONS

By 
MICHAEL J. SMARIK
Assistant Director,
Administrative Services

DEPARTMENT OF TRANSPORTATION

By 
JOSEPH H. O'NEILL
Equipment Administrator

Approved as to form this 4th day of December, 1996.

GRANT WOODS


The Attorney General

By: 
Assistant Attorney General

RESOLUTION

BE IT RESOLVED on this 16th day of October 1996, that I, the undersigned LARRY S. BONINE, as Director of the Arizona Department of Transportation, have determined that it is in the best interests of the State of Arizona that the Department of Transportation, acting by and through the Intermodal Transportation Division, to enter into an agreement with the with Arizona Correction Institute for the purpose of defining responsibilities for the sale of fuel and providing maintenance and repair services to ACI (Equipment Services).

Therefore, authorization is hereby granted to draft said agreement which, upon completion, shall be submitted to the Equipment Administrator for approval and execution.


for LARRY S. BONINE
Director